

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 6	
2. Amendment/Modification No. 0002		3. Effective Date 2007JUN29		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADBA MARY PASQUAL (586)753-2734 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MARY.PASQUAL@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No.	
						W56HZV-07-R-G089	
						9B. Dated (See Item 11) 2007JUN01	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
						10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2007JUL16 02:00pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G089 MOD/AMD 0002	Page 2 of 6
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS AMENDMENT IS TO REVISE ATTACHMENT 0001, SPECIFICATION AND ATTACHMENT 0002, TECHNICAL INFORMATION QUESTIONNAIRE (TIQ). THE ADDITIONS/CHANGES ARE HIGHLIGHTED ON THE DOCUMENTS. NARRATIVE D0001, D.1 252.211-7006 RADIO FREQUENCY IDENTIFICATION WAS REMOVED FROM THIS SOLICITATION.

2. Paragraph 12. RADIO FREQUENCY IDENTIFICATION IN THE EXECUTIVE SUMMARY IS HEREBY DELETED.

3. THE FOLLOWING REQUIREMENTS WERE DELETED FROM THE SPECIFICATION:

15.8. THE TANK SHALL BE CAPABLE OF BEING BOTTOM-LOADED AT A RATE NOT LESS THAN 600 GALLONS PER MINUTE (GPM) (2300 LITERS PER MINUTE (L/MIN)). TO PROVIDE BOTTOM LOADING CAPABILITY, THE TANK SHALL BE FURNISHED WITH AN AUTOMATIC VENT VALVE, A LEVEL-SENSOR CONTROLLED AUTOMATIC FLOW CONTROL VALVE, AND A DRY BREAK BOTTOM LOADING ADAPTER WITH CHECK VALVE. THE SYSTEM, INCLUDING THE AUTOMATIC VENT, SHALL BE FAILSAFE TO PREVENT DAMAGE TO THE TANK AND COMPONENTS IF THE BOTTOM LOADING SYSTEM MALFUNCTIONS OR IS OPERATED INCORRECTLY.

19.2. MECHANICAL COUNTER/METER SHALL HAVE A MINIMUM CAPACITY OF 160 GPM (600 L/MIN) FOR FUEL DISTRIBUTION.

4. THE FOLLOWING QUESTIONS WERE DELETED FROM THE TIQ:

17 (g) Bottom loading provisions:

- 1) Rate: gpm
- 2) Is the tank provided with an automatic vent valve? Unanswered
- 3) Is the tank equipped with a level-sensor controlled automatic flow control valve? Unanswered
- 4) Is the tank equipped with a drybreak bottom loading adapter with check valve? Unanswered
- 5) Is the system, including the automatic vent, failsafe to prevent damage to the tank and components if the bottom loading system malfunctions or is operated incorrectly? Unanswered Describe failsafe design components:

18 (d) Is the tank capable of being bottom loaded? Unanswered Rate: gpm

5. THE CLOSING DATE AND TIME ARE HEREBY EXTENDED TO JULY 16, 2007 AT 2:00 PM, EDT.

6. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0003 ***

EXECUTIVE SUMMARY

This Executive Summary is provided as a synopsis of important and relevant features in the Solicitation. Currently, requirements are expected for Afghanistan and/or Iraq. There is a possibility that other countries could have the same requirements during the 3-Year term of the Requirements Contract. If these requirements materialize, Delivery Orders would be issued.

1. Introduction: This acquisition is being considered under the authority of the Federal Acquisition Regulation (FAR) Part 12, which creates a simplified contract format using techniques that are similar to those used in private-sector contracting. The supplies and services necessary are contained in the solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern.

2. Competition: Eligibility for award under this solicitation is full and open competition.

3. Contract Overview: The U.S. Government anticipates that only one contract will be awarded under this solicitation, a 3-Year term Firm-Fixed Price Requirements Contract (FAR Subpart 16.503). Requirements Contracts do not guarantee a Delivery Order.

4. Contract Format:

- Section A, "SUPPLEMENTAL INFORMATION"
- Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS"
- Section C, "DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS"
- Section D, "PACKAGING AND MARKING"
- Section E, "INSPECTION AND ACCEPTANCE"
- Section F, "DELIVERIES OR PERFORMANCE"
- Section G, "CONTRACT ADMINISTRATION DATA"
- Section H, "SPECIAL CONTRACT REQUIREMENTS"
- Section I, "CONTRACT CLAUSES"

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-G089 MOD/AMD 0002</p>	<p style="text-align: center;">Page 3 of 6</p>
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Name of Offeror or Contractor:

Section J, "LIST OF ATTACHMENTS"
Section K, "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"
Section L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS"
Section M, "EVALUATION FACTORS FOR AWARD"

5. Basis of Award: A single contract award is anticipated to the source whose proposal represents an acceptable technical approach and otherwise provides, in the U.S. Government's judgment, the most advantageous proposal, considering both non-price and price factors as described below:

Phase I will be an acceptable/not acceptable evaluation of the Technical approach to meeting the proposed contract requirements. The end result of Phase I will be on an acceptable/not acceptable basis. Only Offerors with an acceptable technical proposal will be eligible for evaluation under Phase II. Phase II evaluation will be conducted on a source selection trade-off basis to determine which proposal provides the most advantageous proposal (i.e. best value), considering the following three factors: Delivery, Price and Small Business Participation. Award will be made to the responsible Offeror whose proposal represents the best value to the U.S. Government. This may not be the Offeror with the lowest price.

NOTE: Technical performance beyond the minimum acceptable, as defined in the solicitation, will not be carried over into Phase II evaluation and will not be given extra evaluation credit.

Please read Sections L and M carefully so you understand what is to be submitted, as well as when and how it will be evaluated.

6. No Discussions Anticipated: The U.S. Government intends to award a contract without holding discussions with Offerors. Thus, each Offeror must be careful to include any and all information requested in the solicitation at time of submittal in order to be considered for contract award. However, the U.S. Government reserves the right to hold discussions should it deem them to be in its best interests in determining the best value proposal.

7. Responsibility: In order for the U.S Government to determine that Offerors are responsible and competent to perform on these contract(s), Offerors will have to ensure that they are in compliance with the standards listed in FAR 9.104. The U.S. Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: www.ccr.gov.

8. Standards of Conduct - Improper Business Practices: Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

9. Clause Comment: Many clauses that will be contained in the solicitation will be applicable to U.S. and international companies. However, some will apply only to U.S. firms and some will only apply to international firms.

10. Logistics:

a) Operator Manuals - Offeror must provide an English Operator's Manual and an Operator's Manual in Dari or Arabic with each vehicle ordered.

b) Scheduled Service Maintenance and Repair Parts Offeror must provide pricing for all parts listed in Exhibits B, C, D, and E for years one, two, and three. These are the parts required to perform scheduled maintenance and replacement in a single year of usage at 36,000 miles per year in the climate, environment, and landscape of Afghanistan and Iraq for vehicles with diesel or gasoline engines.

c) Dealer Parts In order to satisfy basic upkeep of the vehicles, excluding major repair work included in the warranty and those parts provided in 10 (b) above, the Offeror must identify an established dealer within the non-terrorist countries of the Southwest Asian region.

d) Additional Parts - Offerors should carefully review parts listed in Exhibits B, C, D and E. If the vehicle has unique parts, these parts may be added. Reference clause K.3.

e) Warranty Standard commercial warranty must be provided by Offeror, supported in full. A copy of the warranty will be submitted and market research will be performed by the U.S. Government to verify its authenticity.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G089 MOD/AMD 0002	Page 4 of 6
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Name of Offeror or Contractor:

11. Availability of Funds: Funds are subject to availability for this procurement. The U.S. Government reserves the right to not make any awards.
12. Proposal Preparation Costs: The U.S. Government will not reimburse any Offeror for the cost of preparing and submitting proposals.

REFERENCE: Federal Acquisition Regulation
<http://farsite.hill.af.mil/vffara.htm>

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G089 MOD/AMD 0002	Page 5 of 6
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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

*** DELETED NARRATIVE D0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 6
	PIIN/SIIN W56HZV-07-R-G089	MOD/AMD 0002	

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	WATER AND FUEL TRUCK SPECIFICATION	27-JUN-2007	006	ELECTRONIC IMAGE
Attachment 0002	WATER AND FUEL TRUCK TECHNICAL INFORMATION QUESTIONNAIRE	27-JUN-2007	011	ELECTRONIC IMAGE